

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case	04-CB-245034
Date Filed	7/17/19

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name CARPENTERS INDUSTRIAL COUNCIL LOCAL UNION 2786		b. Union Representative to contact (b) (6), (b) (7)(C)	
c. Address (Street, city, state, and ZIP code) 720 1ST STREET POTTSVILLE, PA 17901		d. Tel. No. (b) (6)	e. Cell No. (b) (6), (b) (7)(C)
		f. Fax No.	
		g. e-mail	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) (1)(A) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about (b) (6), (b) (7)(C) 2019, the above-named labor organization failed in its duty of fair representation by failing and refusing to process a grievance concerning the discharge of (b) (6), (b) (7)(C)			
3. Name of Employer General Doors Corp.		4a. Tel. No. 215 788-9277	b. Cell No.
		d. e-mail (b) (6), (b) (7)(C)	c. Fax No.
5. Location of plant involved (street, city, state and ZIP code) 1 Monroe St, Bristol, Pa 19007		6. Employer representative to contact	
7. Type of establishment (factory, mine, wholesaler, etc.) Factory	8. Identify principal product or service		9. Number of workers employed
10. Full name of party filing charge (b) (6), (b) (7)(C)			
11. Address of party filing charge (street, city, state and ZIP code) (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	b. Cell No. (b) (6), (b) (7)(C)
		d. e-mail	c. Fax No.
12. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (signature of representative or person making charge) (Print/type name and title or office, if any)		Tel. No. (b) (6), (b) (7)(C) Cell No. (b) (6), (b) (7)(C) Fax No. e-mail (b) (6), (b) (7)(C)	
Address (b) (6), (b) (7)(C)		Date 7/10/19	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Carpenters Industrial Council Local Union 2786 (General Doors Corp.)

and

(b) (6), (b) (7)(C)

CASE 04-CB-245034

☐

REGIONAL DIRECTOR

☐

EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐

GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF
Carpenters Industrial Council Local Union 2786

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒

REPRESENTATIVE IS AN ATTORNEY

☒

IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

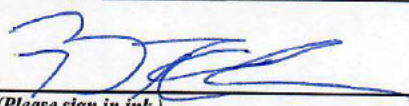
(REPRESENTATIVE INFORMATION)

Brian T. Kadlubek, Esquire
NAME: _____
MAILING ADDRESS: The Benedum Trees Bldg., 10th Floor, 223 Fourth Avenue, Pittsburgh PA 15222

E-MAIL ADDRESS: btkadlubek@lawgol.com

OFFICE TELEPHONE NUMBER: 412-391-9770

CELL PHONE NUMBER: 724-462-5347 FAX: 412-391-9780

SIGNATURE: 
(Please sign in ink.)
DATE: 8-7-19

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

From: (b) (6), (b) (7)(C)
To: [Arent, Marilu](#)
Subject: Re: NLRB case - 04-CB-245034
Date: Wednesday, July 31, 2019 6:19:36 PM

I'm sending this email to my lawyer. David Coalar # 2155458917. Please contact him

On Tue, Jul 30, 2019, 1:16 PM Arent, Marilu <Marilu.Arent@nlrb.gov> wrote:

Can you please advise if you're available August 5, 6, or 7 at 10:00 a.m. to provide your affidavit?

Best,

Marilu Arent| Board Agent

National Labor Relations Board, Region 4

The Wanamaker Building

100 East Penn Square, Suite 403

Philadelphia, Pennsylvania 19107

(p) 215-597-7611 | (f) 215-597-7658| www.nlrb.gov

From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>
Sent: Thursday, July 25, 2019 6:37 PM
To: Arent, Marilu <Marilu.Arent@nlrb.gov>
Subject: Re: NLRB case - 04-CB-245034

I lost my phone.

Please call me at (b) (6), (b) (7)(C) until further notice.

Thank you and I apologize for any inconvenience.

(b) (6), (b) (7)(C)

On Thu, Jul 25, 2019, 12:20 PM Arent, Marilu <Marilu.Arent@nlrb.gov> wrote:

Good Afternoon (b) (6), (b) (7)(C), (b) (7)(D)

I am the Board Agent assigned to investigate your charge, 04-CB-245034, which you filed against Carpenters Industrial Council, Local Union 2786. I tried calling the number listed in your charge, but an operator prompted that your phone is not accepting calls. I have been trying to reach you to set up an appointment for you to come in and provide an affidavit in support of your charge. Please provide me with a few dates in which you are available to provide an affidavit at either 10:00 a.m. or 1:00 p.m. Please note that an affidavit can take about 3 hours.

If there is a different number that I can reach you, please provide that to me. Otherwise, I will be contacting you by email.

Best,

Marilu Arent| Board Agent

National Labor Relations Board, Region 4

The Wanamaker Building

100 East Penn Square, Suite 403

Philadelphia, Pennsylvania 19107

(p) 215-597-7611 | (f) 215-597-7658| www.nlrb.gov

AMENDEDUNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case 04-CB-245034	Date Filed 8/27/19

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Carpenters Industrial Council Local Union 2786		b. Union Representative to contact (b) (6), (b) (7)(C)	
c. Address (Street, city, state, and ZIP code) 1718 Heilmandale Road Lebanon PA 17046		d. Tel. No.	e. Cell No. (b) (6), (b) (7)(C)
		f. Fax No.	
		g. e-mail	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) 8(b)(1)(A) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within a period in the past 6 months, the above-named labor organization, by its agents and representatives, has refused to process the Charging Party's grievances regarding the use of ODO cards, racial discrimination and discharge.			
3. Name of Employer General Doors Corp		4a. Tel. No. 215-788-9277	b. Cell No.
		c. Fax No.	
		d. e-mail	
5. Location of plant involved (street, city, state and ZIP code) 1 Monroe Street Bristol, PA 19007		6. Employer representative to contact George Caine Jr., President	
7. Type of establishment (factory, mine, wholesaler, etc.) factory	8. Identify principal product or service manufactures garage doors	9. Number of workers employed ~100	
10. Full name of party filing charge (b) (6), (b) (7)(C) An Individual			
11. Address of party filing charge (street, city, state and ZIP code) (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	b. Cell No. (b) (6), (b) (7)(C)
		c. Fax No. (b) (6), (b) (7)(C)	
		d. e-mail (b) (6), (b) (7)(C)	
12. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) An Individual (signature of representative or person making charge) (Print/type name and title or office, if any)		Tel. No. See 11a. Cell No. See 11b. Fax No. e-mail See 11d.	
See 11 Address _____		Date 8/23/19	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

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October 4, 2019

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
100 East Penn Square, Suite 403
Philadelphia, Pennsylvania 19107

Re: Keystone + Mountain + Lakes + Regional Council of Carpenters
RE: 04-CB-245034

Dear Ms. Arent,

Please accept the following position statement on behalf of Keystone + Mountain + Lakes + Regional Council of Carpenters (the Union) in the above referenced matter. If after reviewing this statement, you feel as though you need additional information, please let me know.

You have advised that (b) (6), (b) (7)(C) alleges that (b) (6), (b) (7)(C) was not provided fair representation by the Union in connection with (b) (6), (b) (7)(C) employment at General Doors Corporation (Bristol Pa.). According to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) filed a grievance with the Union in (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) of 2019 because of racial discrimination by the employer in its use of ODO Cards. Later, (b) (6), (b) (7)(C) was terminated by the employer on (b) (6), (b) (7)(C) 2019. (b) (6), (b) (7)(C) alleges that the Union failed to properly represent (b) (6), (b) (7)(C) with respect to that termination. The Union denies (b) (6), (b) (7)(C) allegations.

The Union represents the bargaining unit at General Doors Corp. (Company). The bargaining unit consists of 22 production and maintenance workers at the Bristol plant. (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) assigned to the bargaining unit at the Company. (b) (6), (b) (7)(C) has been (b) (6), (b) (7)(C) at the plant for approximately the past (b) (6), (b) (7)(C).

The Union and the Company are parties to a collective bargaining agreement. (See Exhibit 1) Pursuant to the CBA the Company has the right to discharge employees for just cause. (Article V) In this case, (b) (6), (b) (7)(C) was present when (b) (6), (b) (7)(C) was discharged. (b) (6), (b) (7)(C) was also involved in investigating the matter to determine if the Company had just cause to terminate (b) (6), (b) (7)(C). Through (b) (6), (b) (7)(C) investigation (b) (6), (b) (7)(C) learned that (b) (6), (b) (7)(C) was discharged following a series of events. First, beginning in 2016, (b) (6), (b) (7)(C) was warned about (b) (6), (b) (7)(C) excessive phone use during work and (b) (6), (b) (7)(C) corresponding lack of production. (See Exhibit 2) Then, in 2017, (b) (6), (b) (7)(C) was warned about (b) (6), (b) (7)(C) excessive absences and late arrivals. (See Exhibit 3) On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) was caught taking unauthorized breaks. When management approached (b) (6), (b) (7)(C) about this, (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) was not paid enough and walked away. Later that day, (b) (6), (b) (7)(C).

walked off the job without telling anyone in direct violation of Company rules. (b) (6), (b) (7)(C) received a formal written warning on (b) (6), (b) (7)(C) for this conduct but refused to sign the written warning. (See Exhibit 4) A couple days later (b) (6), (b) (7)(C) filed a grievance alleging a violation of Article VI of the CBA (Management Rights) believed to be connected to the warning. (See Exhibit 5) The grievance was formally denied by the Company by written answer on (b) (6), (b) (7)(C) (See Exhibit 6) The grievance went no further because the Company clearly has the right to enforce reasonable rules. The Union determined that the grievance was not viable. On (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) again walked off the job without informing management. (b) (6), (b) (7)(C) received another written warning notice but again refused to sign for it. (See Exhibit 4) Lastly, on (b) (6), (b) (7)(C) the Company attempted to give (b) (6), (b) (7)(C) another warning for bad conduct, but (b) (6), (b) (7)(C) took the warning notice, and ripped it up in the manager's face before throwing it in a trash can. (See Exhibit 4) In response to this clear-cut act of insubordination, the Company terminated (b) (6), (b) (7)(C) (See Exhibit 4) The Union cannot condone or defend (b) (6), (b) (7)(C) conduct. The Union has no viable grievance because the Company had just cause to terminate (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was a short tenured employee with significant documented bad prior conduct and the Company's decision to terminate (b) (6), (b) (7)(C) comports with the CBA.

Concerning the "ODO Card" grievance, the Company requires production employees to complete Operations Cards to track their output. The Company has been doing this for years without objection from the Union because it has the right to do so per the CBA. Many employees on the production side, not just (b) (6), (b) (7)(C) fill out these cards. There is no viable grievance over the Company's use of these Operations Cards and (b) (6), (b) (7)(C) was made aware of this.

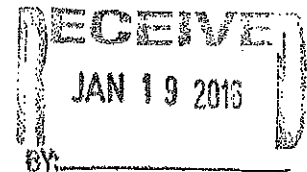
Finally, though the Union determined that the Company had just cause to terminate (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met with the Company to see if it would bring (b) (6), (b) (7)(C) back to work despite (b) (6), (b) (7)(C) conduct. The Company refused to do so. The Union determined that any further action on (b) (6), (b) (7)(C) discharge grievance was not warranted because it could not be successful in arbitration given (b) (6), (b) (7)(C) terrible record and (b) (6), (b) (7)(C) misconduct.¹

In summary, the Union properly considered the grievances, met with the employer concerning them and determined that neither was winnable in arbitration. It also conveyed its decision on the grievances to (b) (6), (b) (7)(C). As such, the Union's conduct in the handling of the grievances does not constitute arbitrary, invidious, or discriminatory conduct violative of the Act. Vaca v. Sipes, 386 U.S. 171, 191 (1967); GC Memorandum 19-05, clarifying GC Memorandum 19-01.

It is respectfully submitted that the charge be dismissed, absent withdrawal. If there is anything else you need, please do not hesitate to call me.

Sincerely,
GILARDI, OLIVER & LOMUPO
Brian T. Kadlubek
Brian T. Kadlubek

¹ It should be noted that (b) (6), (b) (7)(C) denied any interest in pursuing a grievance over (b) (6), (b) (7)(C) termination and stated that (b) (6), (b) (7)(C) could get a better job elsewhere. (b) (6), (b) (7)(C) did not contact the Union again until after the grievance period had run.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GENERAL DOORS CORPORATION
BRISTOL, PA

AND

CARPENTERS INDUSTRIAL COUNCIL,
LOCAL UNION 2786
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
BRISTOL, PA

EFFECTIVE:

FEBRUARY 1, 2016

EXPIRES:

JANUARY 31, 2019

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AGREEMENT

This agreement entered into this 1st day of February, 2016, effective as of February 1, 2016 between General Doors Corporation (hereinafter called the "Company") and the Carpenters Industrial Council of the United Brotherhood of Carpenters and Joiners of America on behalf of Local 2786 (hereinafter called the "Union").

ARTICLE I

UNION RECOGNITION, SECURITY AND CHECKOFF

Section 1.0. The Company recognized the Union as the sole and exclusive collective bargaining agency for production and maintenance employees at its plant in Bristol, Pennsylvania, but excluding office and Plant clerical employees, truck drivers, watchmen, guards, probationary employees, and supervisors as defined in Section 2 (11) of the Act, as amended, with respect to hours of work, wages and working conditions.

Section 1.1. The Company agrees not to discriminate against any employee because of union membership and/or union activity. It shall not discriminate against any employee because of any position he may hold in the Union or because of his activity as a member of the Shop Committee.

The Union agrees for itself and its members that no union activities will be conducted on company time, except the settlement of grievances, as hereinafter provided for.

The provisions of this Agreement shall apply with equal force to all members of the bargaining unit.

Section 1.2. All present production and maintenance employees who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing as a condition of employment. All present production or maintenance employees who are not members of the Union and all full time employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on the 66th day actually worked (including days worked as a temporary employee) for the Company.

Section 1.3. During the term of this agreement, the Company agrees to deduct from each employee, the Union dues, initiation fees, and/or the Carpenters Industrial Council working dues uniformly levied by Local 2515 and the Carpenters Industrial Council in accordance with the Constitution and by-laws of the Union, for all employees who have executed the appropriate Dues Deduction Authorization Form.

Monthly dues will be deducted out of the first paycheck each month, and remitted to the Council within ten (10) days of said deduction. All monthly dues deducted by the Company to the Council with a list of names and sums deducted. Initiation fees, when required, may be deducted in three (3) monthly installments.

In the event the Carpenters Industrial Council institutes a working dues, the Company will deduct the Council's working dues on a weekly basis, based on the current rates as established by the Council, and forward said working dues, along with the names and amounts deducted, to the Council office no later than the tenth (10th) day following the month of the work performed. The Council agrees to provide the Company at least thirty (30) days written notice prior to effectuating any change to its working dues deduction.

Section 2. Any monthly dues unpaid because an employee did not receive a paycheck or was not working during the first pay period of the month will be deducted from the first pay period upon their return to work, and each subsequent week, until the said employee is no longer delinquent in payment. The Financial Secretary of the Union, or his or her designee, shall supply the Company with a signed authorization for the back dues to be deducted, which shall detail the specific amount(s) due, as well as the periods for which payments are being sought.

Section 3. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section, or reliance on any list, notice or assignment furnished under any such provisions.

ARTICLE II HOURS OF WORK - PREMIUM PAY

Section 2.0. The regularly scheduled work week shall be forty (40) hours, composed of five (5) days of eight (8) consecutive hours exclusive of an unpaid lunch period, Monday to Friday inclusive.

The day shift shall begin between the hours of 7:00 A.M. and 8:30 A.M., but the Company shall have the right to establish additional shifts of eight (8) hours each, within nine (9) consecutive hours, overlapping the regular day shift if desired, or entirely outside of the regular day shift hours, or such shorter shifts as the Company production schedule may require, but not less than four (4) hours.

Employees working night shifts shall receive a bonus of \$.50 per hour.

Section 2.1. Time and one-half shall be paid for all work:

- (a) In excess of eight (8) hours per day;
- (b) In excess of forty (40) hours per week; (Such overtime hours shall not, however, be pyramided.)
- (c) Performed outside of the established work hours in any one shift, except when changes from night shift to day shift are involved;
- (d) Performed on Saturday,
- (e) *Employees who work on Saturday must work on the following Monday in order to qualify for time and one half premium pay.*

Section 2.2. Double time shall be paid for all work:

- (a) Performed on Sunday;
- (b) Performed on holidays.

Section 2.3. A minimum of four (4) hours' work or four (4) hours' pay shall be paid to all employees reporting for work at their regular time, unless they were notified not to report for work

prior to the close of their shift on the previous day. No notice shall be required to be given to employees who are not at work on the previous day. Employees permitted to start work after the regular lunch period shall be guaranteed work or pay for the balance of their normal shift. The guaranteed minimum work or pay provisions, however, shall not apply where any employee after starting work is prevented from working the minimum hours because of work stoppage, breakdowns or other emergencies beyond the control of the Company. In such cases, employees shall be paid for only the time actually worked by them.

Section 2.4. Employees who are called into work after completing their regular eight (8) hour shifts, shall be compensated by a minimum of three (3) hours' pay at time and one-half their regular hourly rates.

Section 2.5. Opportunity to work overtime shall be afforded equitably among the non-probationary employees doing similar work and having similar qualifications. However, probationary employees and other persons not covered by the terms of this agreement may perform overtime work in the event regular employees in the department have been offered and refused overtime or are not available. The Company shall maintain a list of employees who work overtime in order to provide all employees the right to work overtime hours, provided the employee is capable of performing the work.

Section 2.6. The provisions of this Article concerning premium pay for work done on Saturday, Sunday or holidays as such, shall not apply to firemen or other employees, the nature of whose work normally requires them to discharge their duties on such days. Such employees, however, shall be paid at the rate of time and one-half for all work done on the sixth (6th) consecutive day and on the seventh (7th) consecutive day they work in their established work week.

ARTICLE III VACATIONS AND HOLIDAYS

Section 3.0. The vacation period shall begin on June 1st and end on May 31st of the succeeding calendar year. Only those persons in the Company's active payroll on June 1st are eligible for vacations.

Section 3.1. Employees who have been in the Company's employ continuously for the times hereafter set forth shall be granted the following vacations with pay for the number of hours indicated. Eligibility for vacation shall be determined as of June 1st of each year.

Active Services
Completed as of

<u>June 1</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
6-7 months	2 days	16 hrs.
8-9 months	3 days	24 hrs.
10-11 months	4 days	32 hrs.
1 year	5 days	40 hrs.
2 years	7 days	56 hrs.
3 years	9 days	72 hrs.

5 years	10 days	80 hrs.
6 years	11 days	88 hrs.
7 years	12 days	96 hrs.
8 years	13 days	104 hrs.
9 years	14 days	112 hrs.
10 years	15 days	120 hrs.
12 years	16 days	128 hrs.
14 years	17 days	136 hrs.
16 years	18 days	144 hrs.
18 years	19 days	152 hrs.
20 years	20 days	160 hrs.

Employees shall be required to work at least 1800 straight time hours during the twelve months prior to June 1st to qualify for full vacation pay. Vacation hours and holiday hours paid for and up to 100 hours of compensable time under workman's compensation law shall be included to determine 1800 hours. 100 hours of compensable time shall be included in one vacation year only (June 1st to May 31st) and in no case any later than one year from date of accident. If less than 1800 hours are worked, employee vacation pay will be calculated prorated.

Section 3.2. The vacation periods for the eligible employees will be the last full week in July and the period between Christmas and New Year's Day. Eligible vacation time in excess of these periods shall be determined by the Company, but so far as practical, additional vacation time will be allotted on the basis of seniority.

Section 3.3. Any employee shall receive an additional day of vacation with pay as calculated herein, in the event a scheduled holiday shall fall in a vacation period.

Section 3.4. Employees shall be given eight hours pay at straight time for the below listed holidays. To qualify, an employee must work full time on the last scheduled workday before, and work full time on the next scheduled workday after the holiday. The employee must have actually worked full time for 30 days prior to the holiday to be eligible for holiday pay.

New Year's Day
 President's Day
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
Friday after Thanksgiving
 December 24*
 Christmas Day

*If December 24th falls on a Monday, Tuesday, Wednesday, Thursday or Friday, employees will receive a day off with holiday pay. In the event December 24th falls on Saturday or Sunday, the employees will be eligible for holiday pay subject to the conditions of this Section, but will not receive an additional day off.

If any of the said holiday shall fall on a Sunday (except December 24th), the holiday shall be observed on Monday. If New Year's Day, Fourth of July, or Christmas Day fall on Saturday, such holidays shall be celebrated on Friday, or the employees shall receive an additional eight (8) hours of pay, as the Company shall elect.

The holiday pay provisions as set forth in this Section shall apply independently of the provisions for holiday work as set forth in Article II hereof.

In interpreting the requirements for eligibility for holiday pay as set forth in this Section, the Company will pay holiday pay to employees who would otherwise have qualified by working the day before and the day after the day observed as the holiday, but who are excused for one of the required days by the Company. Such excused employees, however, must have worked, in order to qualify for holiday pay, the other scheduled plant working days in the week in which the holiday occurs.

Section 3.5. Employees who have retired, are ill or on layoff on the June eligibility day will receive vacation pay pro-rata for the time actually worked.

ARTICLE IV SENIORITY

Section 4.0. Seniority shall mean length of continuous service with the Company, computed from the employee's most recent date of hire. The possession of such seniority shall entitle the employee to certain rights hereinafter provided.

Section 4.1. For the purpose of promotion, layoff and recall to work, employees shall be promoted, laid off and recalled in accordance with the following factors:

- (a) Seniority, and
- (b) Skill, ability and fitness to perform the available work.

When factor (b) is relatively equal between employees, seniority shall prevail. The determination of an employee's skill, ability and fitness shall be the sole right and responsibility of the Company, subject to the grievance procedure.

Section 4.2. The continuous service record of any employee shall be broken by:

- (a) Voluntary quitting;
- (b) Justifiable discharge;
- (c) Layoff or absence for any reason for a period exceeding one year;
- (d) Failure to report for work for three (3) consecutive working days without notifying the Company of the reasons for such absence and having a justifiable excuse.
- (e) Failure to report for work following recall from layoff within five (5) working days after written registered notice to the last address appearing on the Company records. The Company shall supply a copy of the recall notice to the Union.

Section 4.3. New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first sixty-five days actually worked, and will receive no continuous service credit during such period. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by the Company, provided that this provision will not be used for purposes of discrimination because of

membership in the Union. Probationary employees continued in the service of the Company subsequent to the probationary period shall receive full continuous service credit from date of most recent hiring.

Section 4.4. The Company shall give employees and the Union Steward three (3) working days notice of layoffs of the duration of one (1) week or longer, provided it is practical to do so. In the event the Company fails to give three (3) working days' notice, it shall pay such laid off employees the equivalent of three (3) days' pay or extend three (3) days additional work.

Section 4.5. The seniority list shall be revised to reflect the employees' seniority status as of February 1st and August 1st of each year, and shall be posted within thirty days thereafter.

Employees shall have fifteen calendar days after the posting of the seniority list to raise objections to their seniority rating.

Any employee failing to protest his seniority date as shown on such list within the fifteen day period shall be considered to have confirmed his plant seniority as listed.

Section 4.6. There shall be a Shop Committee of three (3) Union members. The Chief Shop Steward, if he/she has been in office for more than seven (7) months, shall be the last person laid off and the first person rehired, provided that he or she is able to satisfactorily perform the work available. In the event the Chief Shop Steward has served in office less than seven (7) months, the Senior Member in length of service of this Committee while serving in that capacity shall be the last person laid off and the first person rehired, provided that he or she is able to satisfactorily perform the work available.

Section 4.7. In the event of layoffs, employees may be transferred to other jobs in the plant at the same or lower job rates, on a seniority basis, subject to the provisions of Section 4.0 and 4.1 of this Article. In the event of such transfers, the transferee shall receive the rate of the job to which he has been assigned.

Section 4.8. In addition to any rights an Employee might have under Section 4.7, in the event that an employee is laid off or his job is eliminated, the employee may be transferred to other jobs in the plant at higher rates, on a seniority basis, provided that the employee can satisfactorily perform the job with no more than a five (5) working day trial period. This provision shall not require the Company to give a trial period to any employee who lacks the skill and ability to qualify for the job with a five-day trial period. Any employee transferred under this side letter shall receive the rate of the job to which he is assigned.

Section 4.9. When a vacancy occurs in any job covered by this agreement or a new job in the bargaining unit is created, the Company may fill the vacancy of the new job temporarily.

At the time of filling the job temporarily, the Company shall post a notice of the vacancy for 48 hours. Any employee in a lower job classification desiring the vacant job shall sign the posted notice.

Such vacancies may be filled by the Company on a permanent basis from its current work force in accordance with the procedure as set forth in Sections 2.0 and 4.1 of this Article. An

employee selected to fill a vacancy shall have two (2) weeks to return to his former job if he wishes to do so. If it becomes desirable, the Company may transfer the employee back to his/her former job prior to the expiration of the ten (10) day trial period.

In the event the Company shall decide that none of its current employees are qualified to perform the vacant job, it shall have the right to fill the job with a qualified new employee.

Section 4.10. Any employee may be temporarily transferred to other jobs in the plant. If temporarily transferred to jobs of the same or lower rates, they will continue to receive their present rate of pay. Employees temporarily transferred to higher rate jobs, shall receive the higher rate *for all hours worked* after two (2) hours on the job.

Section 4.11 Employees who perform more than one job in any work day shall receive the higher rate for the entire day.

ARTICLE V DISCHARGES

Section 5.0. Employees shall be discharged only for just cause. The Union Steward shall be present if available at the time discharges are made. Such discharged employee or the Union shall have the right within three (3) working days from the time of the discharge to challenge the propriety of the discharge and any such discharge shall be considered a difference, dispute or grievance to be dealt with in accordance with the grievance and arbitration procedures hereinafter set forth.

ARTICLE VI MANAGEMENT

Section 6.0. Subject to the provisions of this Agreement, the management of the plant and the direction of the working forces, including the right to direct, plan and control plant operations, the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to lay off employees because of lack of work, or for other legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing production methods of facilities, and the management of the properties, is vested exclusively in the Company, provided that nothing contained herein shall be used for purposes of discrimination against any employee because of membership in the Union.

Section 6.1. The Company shall have the right to enforce reasonable shop regulations adopted from time to time which are not in conflict with the provisions of this Agreement. Union shall have the right to submit any such regulations to the grievance and arbitration procedures in the event they are considered unreasonable or contrary to the provisions of this Agreement.

Section 6.2. The Union recognizes that, in consideration of commitments made by the Company, there is an obligation upon every employee to give honest, efficient and economical service in the performance of his duties.

The union agrees for itself and its members that it will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts of the Company to maintain and improve the skill, ability and production of the working force, and to reduce waste and spoilage of materials.

ARTICLE VII WAGES

Section 7.0. The following increases will apply to all active employees on the Employer's payroll on the indicated dates:

Effective first Monday in February 2016, thirty-five cents (\$.35)

Effective first Monday in February 2017, thirty-five cents (\$.35)

Effective first Monday in February 2018, thirty cents (\$.30)

Section 7.1. Working leaders as established from time to time by the Company shall receive a rate not less than \$.50 per hour above the highest job classification rate paid in the group in which they are leading.

Section 7.2. Employees working on continuous shift operations, on which no lunch period is scheduled, shall receive a paid lunch period of thirty (30) minutes.

Section 7.3. Employees shall be given two (2) ten (10) minute rest periods each day in addition to the regularly scheduled lunch period. During such period, the employees shall be free to leave their working places. Pay for such rest periods shall be at the several employees' regular rates and the period shall be given during regular shift hours.

Employees required to work more than two (2) hours of daily overtime shall, at the end of two (2) hours of such overtime work, be granted a rest period of ten (10) minutes.

Section 7.4. Employees not covered by the terms of this agreement shall not be permitted to perform the work on any production job except in the following situations.

1. Emergencies or production difficulties.
2. When regular employees are not available due to absenteeism.
3. To instruct employees.
4. When relieving regular employees for lunch or relief periods, but only when regular employees are not available.
5. When starting or testing equipment or processes.

Section 7.5. If, during the life of this Agreement, the Company shall establish new classifications it shall set rates for such new classifications subject to the Union's right to object to such rates, and in the event no agreement is reached, to seek such redress as is available under the grievance and arbitration procedures hereof.

Section 7.6. Employees shall be allowed such time off as is necessary from their regular schedule of work to attend Workmen's Compensation hearings which occur during their regular schedule of work in cases in which they are claimants because of accidents arising out of and in the course of their employment with the Company. The Company agrees to compensate

employees for time lost in attending such hearings, if they would otherwise be working, at such employees' straight time hourly rate of pay, not including overtime or shift premiums.

Section 7.7. Employees who receive wage rates above the scale for a particular job as listed on Schedule "A", Wage Schedule, will not carry the "above scale increment" to another job classification.

Section 7.8. Since prompt loading service to customer trucks is essential to the success of the Company, it is understood that customers will load their own trucks whenever the available loading crew cannot give prompt service.

ARTICLE VIII BULLETIN BOARDS

Section 8.0. The Union shall have the right to post copies of this Agreement and notices dealing with meetings or other Union business on the Union bulletin boards. The Union shall have the right to place a reasonable number of bulletin boards in the plant in such places as are mutually agreeable to the parties.

ARTICLE IX UNION VISITS AND LEAVES OF ABSENCE

Section 9.0. Representatives of the Union shall be permitted to enter the plant at reasonable times for the purpose of investigating grievances or ascertaining whether this agreement is being observed by the parties provided that such Union representative does not in any manner interfere with the Company's business or plant operations. Such representatives shall, before entering the plant, report at the Company's office to explain the purpose of the visit.

Section 9.1. Any employee elected or appointed as a delegate to the Union convention shall be granted a leave of absence not exceeding two (2) weeks for the purpose of attending the convention.

Section 9.2. The company may grant a leave of absence to any employee elected to a union post. Provided that no more than one (1) employee at a time shall be on leave for that purpose. The aforesaid leave of absence shall not exceed one (1) year and his seniority shall accumulate during this period.

Section 9.3. All employees, upon request and mutual agreement between the Company and the Union, may be granted a personal leave of absence for a stated period of time, with the privilege of renewal. Employees granted leave of absence who fail to report to work at the expiration of the period of leave shall forfeit their seniority and shop rights unless they have just cause for not being able to return to work. An employee who is gainfully employed or applies for unemployment insurance without written permission shall be deemed to have resigned.

Section 9.4. Up to two employees selected to serve as Stewards shall be granted a leave of absence for not more than one (2) days for the purpose of attending Steward training session. Employees will be granted a leave of absence up to seven days to attend teaching seminars.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURES

Section 10.0. It is understood and agreed that the Union may invoke the grievance procedure in the consideration of any differences between the Company and an employee or group of employees involving the interpretation or application of the specific provisions of this Agreement. The grievance shall be settled only in the following manner:

- (a) Between the aggrieved employee with or without the Steward on the one hand and the Foreman on the other. If no satisfactory settlement is reached between them within twenty-four (24) hours, the matter shall be reduced to writing and the foreman will answer in writing within 24 hours. The matter then shall be referred in writing to:
- (b) The Shop Committee and the Plant Superintendent. If no satisfactory settlement is reached between them within three (3) working days, the matter shall be referred to:
- (c) The Union representatives and the Shop Committee on the one hand and the Company's representatives on the other, who shall meet within three working days. If no satisfactory settlement is arrived at, then the difference, dispute or grievance shall be submitted to arbitration, as hereinafter provided.

All grievances shall be reduced to writing in Step (b) and answers thereto shall also be reduced to writing and submitted to the Union within the time limits hereinabove set forth.

Section 10.1. In the event that the difference is not settled in the three steps provided above, the matter shall be referred to the FMCS for decision by an arbitrator selected in accordance with the voluntary rules of arbitration of the FMCS. The arbitrator shall hold his hearings as expeditiously as possible and his decision shall be final. The costs incident to the services of the arbitrator shall be paid jointly and equally by the Company and the Union, but the arbitrator shall not have authority to alter the terms of this Agreement.

Section 10.2. Any appeal by the Union from any of the steps of the grievance procedure must be taken within three (3) working days of the time when the decision was rendered, and any appeal to arbitration from the decision rendered in Step (c) must be taken within two (2) weeks from the time the final decision is rendered in Step (c). In the event no appeal is taken to the succeeding step of the grievance procedure within three (3) days, or to arbitration within two (2) weeks from the time the decision is rendered in the preceding step, the decision rendered in the preceding step shall be final.

Section 10.3. In view of the provisions for final arbitration of grievances, the Union agrees that it will not authorize, condone or tolerate any strike or any other action, including sympathy strikes, work stoppages or other improper interference with production for the duration of this Agreement. The Company agrees it will not resort to lockout.

Section 10.4. The Company agrees to pay Union Shop Representatives for time lost in processing grievances in accordance with the grievance procedure, up to a reasonable amount. If, in the Company's judgment, this privilege is abused, it shall have the right to rescind this privilege, subject to the Union's right to file a grievance. This provision for payment for time lost for processing grievances shall not apply for time lost by Union Shop Representatives in arbitration proceedings.

Section 10.5. A grievance must be filed within three working days of the events which gave rise to the grievance.

Section 10.6. Any time limits contained in this article may be extended by written agreement between the parties.

ARTICLE XI SAFETY

Section 11.0. The Company will continue to observe state, national and local regulations concerning the safety and health of its employees.

Protective and safety devices necessary for the protection of the safety of employees shall be provided by the Company in accordance with present practice.

ARTICLE XII MILITARY SERVICE

Section 12.0. Any employee inducted into the land or naval forces of the United States or volunteering for the same (including the Maritime Service) thereby leaving a position other than a temporary position, who shall make application to the Company for reemployment within ninety (90) days after being honorably discharged from such training and service, shall be restored to his former position or to a position of like seniority and status at current rate of pay, if he is still physically and mentally qualified to perform the duties of such position, unless the work is not available. Upon restoration, such employee shall be considered as having been on furlough or leave of absence during his period of training and service without loss of accumulated seniority.

The Company will make every reasonable effort to place its employees who, through impairment of capacities received during military service, are unable to resume their former jobs, to the extent that work is available in the Company's operation.

ARTICLE XIII INSURANCE AND HOSPITALIZATION

Section 13.0. The Company agrees to make available to employees and their dependents Medical-Surgical and Hospitalization Insurance as provided under the Aetna Insurance coverage as elected by the employee. The parties recognize the cost of providing these benefits may increase from time to time. The Company agrees to provide the premium costs up to \$400.00 per month for employee or dependent coverage, effective February 1, 2016. Thereafter, the Company and employee will share premium costs equally. Commencing February 1, 2017, the Company agrees to provide the premium costs up to \$400.00 per month for employee or dependent coverage, thereafter, the Company and employee will share premium costs equally. Commencing February

1, 2018, the Company agrees to provide the premium costs up to \$400.00 per month for employee or dependent coverage, thereafter the Company and employee will share the remainder of the premium increase equally. The Company reserves the right to change insurance carriers provided that the coverage offered is substantially equivalent to those offered hereunder. Prior to any change of carrier, the employees will be notified of the change.

Section 13.1. Effective August 1, 2016, the Company will provide at its expense, non-compensable sickness and accident benefits for its employees at a rate of \$400.00 per week, during disability for a maximum period of twenty-six (26) weeks for one disability. Benefits shall begin on the first day of disability for non-occupational accidents, and on the eighth day of disability for illness not compensable under Workmen's Compensation Law where the employee is under treatment of a physician.

Section 13.2. Effective August, 1, 2016, the Company agrees to provide at its expense \$20,000.00 life insurance payable in the event of death from any cause at any time or place for its employees only.

Section 13.3. Effective August, 1, 2016, the Company agrees to provide at its expense, \$20,000.00 accidental death and dismemberment insurance payable for accidental loss of life, limbs or sight, excluding losses resulting from occupational accidents for its employees only.

Section 13.4. The Company's obligations under this Article shall cease after twelve (12) months for those employees out of work due to injury covered by worker's compensation insurance and for three (3) months for employees out of work for any other reason.

ARTICLE XIV FUNERAL LEAVE

Section 14.0. In the event of the death of an employee's mother, father, sister, brother, spouse or child, the Company will grant a leave of up to three (3) days between the date of death and the date of funeral. Any time lost during the regular work week, Monday to Friday, not exceeding three (3) days, will be compensated for by eight (8) hours straight time pay at the employee's regular rate.

In the event of the death of an employee's mother-in-law or father-in-law, the Company will grant a leave of one (1) day for the purpose of attendance at the funeral, subject to the provisions of the preceding paragraph.

ARTICLE XV VACATION BONUS PLAN

Section 15.0. Employees in the Company's employ continuously for five (5) years or more as of June 1st and still in the Company's employ at the date of disbursement will receive a bonus equal to forty (40) hours pay. Disbursement date will be the last pay day prior to the summer vacation.

ARTICLE XVI
PENSION

Section 16.0. The Company agrees to continue in effect the General Doors Profit Sharing Plan for the period up to and including June 30, 1977. Thereafter, the Company shall make no contributions on behalf of the employees covered by the provisions of this Agreement. Such employees shall have no further rights under the said General Doors Corporation Profit Sharing Plan, nor receive any benefits under such Plan, nor have any beneficial interest in the funds provided by the Company pursuant to the terms of said Plan.

Any other provision to the contrary notwithstanding, however, employees with an account balance in the General Doors Profit Sharing Plan as of June 30, 1977, shall continue to enjoy the unrestricted rights to such funds as set forth in Article V, Vesting of Benefits of the Plan.

Section 16.1. Effective July 1, 1977, the Company shall provide monthly retirement benefits to participating employees, as defined herein, who retire as provided herein. Said benefit shall be in the amount of \$4.25 per month per year of past and future credited service up to a maximum of 40 years for the life of the employee.

In the event that an employee has an account balance in the Profit Sharing Plan which will fund a past service benefit greater than \$4.25 per month of credited past service, such employee shall receive the monthly benefit which such balance will fund.

Section 16.2(a). Effective July 1, 2005, the Company shall provide monthly retirement benefits to participating employees, as defined herein, for service accrued subsequent to July 1, 2005 in the amount of \$7.25 per month per year of such prior service since accumulated subsequent to that date up to a maximum of forty years. Benefits shall be payable for the life of the employee

Section 16.2(b). *Effective July 1, 2007*, the Company shall provide monthly retirement benefits to participating employees, as defined herein, for service accrued subsequent to *July 1, 2007* in the amount of \$8.25 per month per year of such prior service since accumulated subsequent to that date up to a maximum of forty years. Benefits shall be payable for the life of the employee

Section 16.2(c). Effective July 1, 2010, the Company shall provide monthly retirement benefits to participating employees, as defined herein, for service accrued subsequent to July 1, 2010 in the amount of \$9.25 per month per year of such prior service since accumulated subsequent to that date up to a maximum of forty years. Benefits shall be payable for the life of the employee

Section 16.2 (d) Effective July 1, 2013, the Company shall provide monthly retirement benefits to participating employees, as defined herein, for service accrued subsequent to July 1, 2013 in the amount of \$10.25 per month per year of such prior service since accumulated subsequent to that date up to a maximum of forty years. Benefits shall be payable for the life of the employee

Section 16.3. Effective July 1, 1977, in the event of a participant as defined herein has attained age 62 and has completed at least 11 years of service, may elect early retirement on the first of any month prior to his normal retirement date. If he elects to retire early, his pension benefits will be based on his years of credited service in an actuarially reduced amount.

Section 16.4. Effective July 1, 1977, a participant as defined herein who becomes totally and permanently disabled following the attainment of his 55th birthday and having completed 11 years of service, such employee shall receive pension benefits based on his years of credited service in an actuarially reduced amount.

Section 16.5. Effective February 1, 1988, a participant as defined herein who terminates his employment with the Company before attainment of age 65 will be entitled at his normal retirement date to the accrued benefit or percentage thereof as set forth in the following schedule:

<u>Completed Years of Service</u>	<u>Percentage of Accrued Vested Benefit</u>
Three (3) years or more of service but less than four (4) years	20%
Four (4) years or more of service but less than five (5) years	40%
Five (5) years or more of service but less than six (6) years	60%
Six (6) years or more of service but less than seven (7) years	80%
Seven (7) years or more of service	100%

Participants shall become 100% vested upon attainment of age 65 notwithstanding the schedule set forth in the preceding paragraph.

A participant who terminates his service prior to attainment of age 65 may elect to receive benefits provided in this Section, at or upon attainment of age 62, in an actuarially reduced amount.

Section 16.6. All present full-time employees covered by this Agreement are eligible for participation in the Plan.

Effective February 1, 1989, new full-time employees covered by this Agreement shall become participants upon the fulfillment of each of the following requirements.

- (a) Completion of at least one (1) year of service;
- (b) Attained his twenty-first (21st) birthday;

Section 16.7. Normal retirement age covered by this Agreement shall be age sixty-five (65).

Section 16.8. Pre-Retirement Death Benefit for Employee's Spouse: A married employee who dies in the active service of the Company shall be covered by a spouse's benefit, if he has been married for at least one year to his spouse as of the date of his death.

The spouse's benefit shall be a monthly annuity payable to the spouse of the deceased employee for her lifetime in an amount which is fifty percent (50%) of the amount the employee would have received had he retired the day before his death and elected a fifty percent (50%) contingent annuitant option with his spouse named as contingent annuitant. The spouse's benefit shall be based on the actuarial equivalent of the employee's accrued normal retirement benefit as of the date of his death.

Section 16.9. The administration of the Pension Plan, established pursuant to this article, shall be in the sole and exclusive control of the Employer.

ARTICLE XVII PART-TIME AND TEMPORARY EMPLOYEES

Section 17.0. Regular part-time employees who regularly work more than 20 hours per week shall be subject to the provisions of Section 1.2 of this contract after sixty (60) calendar days.

Section 17.1. Regular part-time employees who regularly work twenty hours (20) or less per week shall be required to obtain a local union work permit at the regular fee as currently prescribed by the International Union Constitution. Such employees are not entitled to seniority rights as defined in Article IV.

Section 17.2. Employees provided by temporary help agencies shall be limited to a period of employment not in excess of thirty days actually worked. This time period may be extended by mutual agreement between the parties.

Section 17.3. The Employer shall provide the union the following information with respect to new hires: name, date of hire, status.

ARTICLE XVIII DRUG TESTING

Section 18.0. The Company shall have the right to test all applicants for hire or newly hired employees for drugs. If an employee is injured on the job, or for just cause, the Company shall have the right to require an employee to take a drug or alcohol test. If an employee tests prove positive for drugs or alcohol, the Company reserves the right to discipline an employee, up to and including discharge from employment from the Company.

ARTICLE XIX
TERMINATION

Section 19.0 This Agreement shall remain in full force and effect until midnight January 31, 2019. Thereafter, it shall continue for one (1) year, and so on from year to year, unless notice of intention to terminate or modify in writing by registered mail, is given by either party to the other at least sixty (60) days before the next annual expiration date of this Agreement. Upon receipt of such notice, a conference shall be arranged to be held within ten (10) days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CARPENTERS INDUSTRIAL COUNCIL,
LOCAL UNION 2786 OF THE
UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA

BY: Dotter Shoff
Representative

GENERAL DOORS
CORPORATION

BY: George P. Coughlin

APPENDIX "A"
WOOD SHOP JOB DESCRIPTION

Helper

Assist more experienced personnel efficiently complete their work, including gathering parts, helping to handle and stack materials and general clean-up.

Operator 1

1. General finishing of products, including sanding, glazing, priming, touch-up, cleating and wrapping.
2. Possesses basic skills, including proper and safe use of hand tools, rapidly and accurately reading tape measures and other scales. Has the capacity and interest to learn through continued training.
3. Capable of all aspects of operating the clamp, including the ability to interpret orders and worksheets, knowledge of common specifications and part sizes and selection of proper quality materials.

Operator II

1. Ability to safely run the single and end tenoner to cut down mulls to special sizes.
2. Ability to cut and assemble TDL grids using notcher machine.
3. Ability to cut lites in Elite sections using the door lite router.
4. Must be able to communicate clearly, accurately follow oral and written instructions and complete basic paperwork as required.
5. Can independently perform all helper job responsibilities.

Operator III

1. Ability to safely run all machines in the shop to produce quality product.
2. Ability to fabricate special parts for any type of door, including arches, raised panels, X-braces, etc...
3. Ability to check worksheets against the order to insure accuracy.
4. Responsible for maintenance of certain machines, including some basic setup.
5. Can independently perform all Operator 1 job responsibilities.

Operator 1/Flush Doors

1. Possess basic skills, including proper and safe use of hand tools, rapidly and accurately reading a tape measure, and keeping an organized work area.
2. Ability to interpret orders and worksheets, knowledge of common part sizes and ability to cut parts to build square and study frames.
3. Ability to select proper skins, minimize waste, and cut foam and skins to correct sizes to build frames.
4. Familiar with correct operation of the presses and proper glue application.
5. Ability to load the presses in a timely and accurate manner to insure proper gluing of sections.
6. Mix and check glue to be used and clean up glue to minimize waste.
7. Edge trim sections and drill for hinges.

Operator II/Flush Doors

1. Possess all skills of an Operator 1.
2. Ability to set-up and run the Celaschi double end tenoner to produce square and accurate sections.
3. Ability to change and adjust tolling for different shiplaps, and align machine from straight sections.
4. Knowledge to inspect product for proper gluing, sizing and fit of any meeting joint.
5. Ability to check orders for completeness and accuracy.
6. Maintain appropriate productivity levels.

APPENDIX "B"
MINIMUM RATES

<u>JOB CLASSIFICATION</u>	<u>MINIMUM RATES EFFECTIVE 2/1/2016</u>	<u>MINIMUM RATES EFFECTIVE 2/1/2017</u>	<u>MINIMUM RATES EFFECTIVE 2/1/2018</u>
Wood Shop Operator I	16.95	17.30	17.60
Wood Shop Operator II	17.40	17.75	18.05
Wood Shop Operator III	17.85	18.20	18.50
Operator I/Flush Doors	16.95	17.30	17.60
Operator II/Flush Doors	17.40	17.75	18.05
Comm. Track Fabricator, Special Track	18.08	18.43	18.73
Comm. Track Assist. Fabricator	17.61	17.96	18.26
Commercial Track Helper	16.22	16.57	16.87
Welder Operator-Heavy Horizontal	17.05	17.40	17.70
Welder Operator	16.22	16.57	16.87
Trunk Bander	17.27	17.62	17.92
Spring Assembler	17.79	18.14	18.44
Roll Former Operator-Mill	18.05	18.40	18.70
Track Bender Operator	17.37	17.72	18.02
Track Press Operator	16.67	17.02	17.32
Commercial Box Packer	17.48	17.83	18.13
Residential Box Packer	17.18	17.53	17.83
Bag Packer	15.78	16.13	16.43
Cable Assembler	17.09	17.44	17.74
Material Handler	17.54	17.89	18.19

Loader Trailer	17.83	18.18	18.48
Loader Pick-Up	17.72	18.07	18.37
Helper	15.41	15.76	16.06
Helper (New Hire)	15.41	15.41	15.41

Operator 1 – FLUSH

Possess basic skills, including proper and safe use of hand tools, rapidly and accurately reading a tape measure, and keeping an organized work area. Ability to interpret orders and worksheets, knowledge of common part sizes and ability to cut parts to build square and sturdy frames.

Ability to select proper skins, minimize waste, and cut foam and skins to correct sizes to build frames.

Familiar with correct operation of the presses and proper glue application. Ability to load the presses in a timely and accurate manner to insure proper gluing of sections. Mix and check glue to be used, and clean up glue to minimize waste.

Edge trim sections and drill for hinges.

Operator 2 – FLUSH

Possess all skills of an Operator 1.

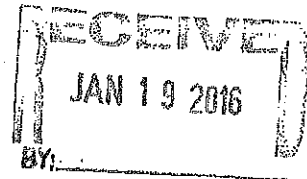
Able to set-up and run The Celaschi double end tenoner to produce square and accurate sections. Ability to change and adjust tooling for different shiplaps, and align machine from straight sections.

Knowledge to inspect product for proper gluing, sizing and fit of any meeting joint.

Ability to check orders for completeness and accuracy

Maintain appropriate productivity levels.

**TENATIVE AGREEMENT CARPENTERS INDUSTRIAL
COUNCIL LOCAL UNION 2786 AND
GENERAL DOORS BRISTOL PA**



AGREEMENT

This agreement entered into this 1st day of February, 2016, effective as of February 1, 2016 between General Doors Corporation (hereinafter called the "Company") and the Carpenters Industrial Council of the United Brotherhood of Carpenters and Joiners of America on behalf of Local 2786 (hereinafter called the "Union").

ARTICLE VII, WAGES

Effective first Monday in February 2016, seventy-five cents (\$.35)
Effective first Monday in February 2017, seventy-five cents (\$.35)
Effective first Monday in February 2018, seventy-five cents (\$.30)

ARTICLE XIII INSURANCE AND HOSPITALIZATION

Section 13.0. Change dates and rates: *February 1, 2016, \$400*
February 1, 2017, \$400
February 1, 2018, \$400

The Company agrees to make available to employees and their dependents Medical-Surgical and Hospitalization Insurance as provided under the Aetna Insurance coverage as elected by the employee. The parties recognize the cost of providing these benefits may increase from time to time. The Company agrees to provide the premium costs up to \$400 per month for employee or dependent coverage, effective **February 1, 2016**. Thereafter, the Company and employee will share premium costs equally. Commencing **February 1, 2017**, the Company agrees to provide the premium costs up to \$400 per month for employee or dependent coverage, thereafter, the Company and employee will share premium costs equally. Commencing **February 1, 2018**, the Company agrees to provide the premium costs up to \$400 per month for employee or dependent coverage, thereafter the Company and employee will share the remainder of the premium increase equally. The Company reserves the right to change insurance carriers provided that the coverage offered is substantially equivalent to those offered hereunder. Prior to any change of carrier, the employees will be notified of the change.

Section 13.1. Effective **August 1, 2016**, the Company will provide at its expense, non-compensable sickness and accident benefits for its employees at a rate of **\$400.00** per week, during disability for a maximum period of twenty-six (26) weeks for one disability. Benefits shall begin on the first day of disability for non-occupational accidents, and on the eighth day of

WE RESERVE THE RIGHT TO ADMEND, DELETE OR ADD TO THESE PROPOSALS DURING THE COURSE OF THESE NEGOTIAITONS.

ARTICLE XIX
TERMINATION

Section 19.0 This Agreement shall remain in full force and effect until midnight January 31, 2019. Thereafter, it shall continue for one (1) year, and so on from year to year, unless notice of intention to terminate or modify in writing by registered mail, is given by either party to the other at least sixty (60) days before the next annual expiration date of this Agreement. Upon receipt of such notice, a conference shall be arranged to be held within ten (10) days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CARPENTERS INDUSTRIAL COUNCIL,
LOCAL UNION 2786 OF THE
UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA

BY: Dante Shoff
Representative

GENERAL DOORS
CORPORATION

BY: George P. Candi

EMPLOYEE PERFORMANCE and SAFETY EVALUATION

Date: May 31, 2016

Name: (b) (6), (b) (7)(C)

Job Location: (b) (6), (b) (7)(C)

Job Title: (b) (6), (b) (7)(C)

Date of Last Evaluation: May 1, 2015

Please complete this form carefully and thoroughly. Remember its purpose is to:

- Provide objective criteria for personnel performance evaluations on a standard basis within your organization.
- Compel you to examine all of the individual traits affecting employee performance.
- Help you to support your conclusion and recommendation for job classification and compensation improvements.
- Produce fairer evaluations of employees.

PROCEDURE:

Pages 2 and 3 describe Sixteen personal traits identified with job success or failure. Decide for each the level at which the employee performed for this rating period. Write the corresponding value number in the rating column. Add the numbers to obtain a total score.

Transfer this total to the rating scale on page 4. This will indicate and support your overall opinion of the employee's performance.

Refer back to pages 2 and 3 to comment on the employee's principal strengths and weaknesses. Your comments should be consistent with your rating of individual traits.

Finally, you should describe the employee's reaction to this evaluation, if you discuss it, and make your recommendation for any change in the employee's job classification or rate of pay.

PERSONAL TRAITS		UNSATISFACTORY	SOME DEFICIENCIES EVIDENT
		0	1
KNOWLEDGE	The blending of job related education, skills and experience.	Severely lacking in knowledge.	Noticeable deficiencies in job knowledge.
QUANTITY	Level of satisfactory output generated per unit of time.	Usually below acceptable standard.	Barely acceptable level of output. Slow worker.
ACCURACY	Absence of errors.	Constantly commits errors.	Error level too high. Needs improvement.
JUDGEMENT	Capacity to make reasonable decisions.	Frequently makes irrational decisions. Poor judgment.	Too often selects wrong alternative.
INNOVATION	Imagination and creativity used to lower costs and improve profits.	Never offers a new procedure or new idea.	Rarely suggests new ideas.
APPEARANCE & HABITS	Personal habits, clothing and grooming (evaluation should consider the nature of the job)	Frequently offensive.	Occasionally sloppy appearance or display of offensive habits.
ORDERLINESS	Organization of the individual's work and work area.	Usually disorderly and chaotic.	Frequently unorganized or work area in disarray.
COURTESY	Respect for feelings of others. Politeness on the job.	Frequently rude. Causes noticeable discomfort to others.	Occasionally impolite to co-workers or others.
COOPERATION	Willingness to help others accomplish their objectives.	Usually uncooperative. A "roadblock" to co-workers, customers or suppliers.	Too often uncooperative when faced with reasonable requests for assistance.
INITIATIVE	Voluntarily starting projects. Attempting non-routine jobs and tasks.	Shows little initiative. Never volunteers. Sticks closely to job routine.	Shows some initiative. Should do more without having to be told.
RELIABILITY	Dependability and trustworthiness.	Not reliable. Often fails to deliver a complete job.	Occasionally leaves routine tasks incomplete.
PERSISTENCE	Steadfast pursuit of job objectives when faced with unexpected obstacles.	Frequently quits when faced with unexpected obstacles.	Is sometimes deterred by obstacles which should be overcome.
STABILITY	Even temperament. Acceptance of unavoidable tension and pressure	Volatile, inconsistent personality. Disrupts work environment.	Occasional display of temper or emotion sufficient to disrupt others and hinder own performance.
ATTENDANCE	Availability for work.	Frequent unexcused lateness or absence from work. Very poor attendance record.	Absence or lateness below standards.
ALERTNESS	Ability to quickly understand new information and situations.	Very slow to grasp ideas and events.	Usually needs extra instruction.
SAFETY	Ability to conduct duties safely.	Frequently conducts job without concern for safety.	Occasionally requires reminders about safety.

PERSONAL TRAITS		SATISFACTORY
		2
KNOWLEDGE	The blending of job related education, skills and experience.	Understands the job routine. Some knowledge still to be acquired.
QUANTITY	Level of satisfactory output generated per unit of time.	Satisfactory. Meets expectations of average output.
ACCURACY	Absence of errors.	Makes average number of mistakes.
JUDGEMENT	Capacity to make reasonable decisions.	Usually exercises sound judgment.
INNOVATION	Imagination and creativity used to lower costs and improve profits.	Average number of suggestions for improving methods and procedures.
APPEARANCE & HABITS	Personal habits, clothing and grooming (evaluation should consider the nature of the job)	Usually properly dressed and groomed. Few poor personal habits.
ORDERLINESS	Organization of the individual's work and work area.	Work sufficiently organized to efficiently perform the job.
COURTESY	Respect for feelings of others. Politeness on the job.	Observes common courtesies, does not offend.
COOPERATION	Willingness to help others accomplish their objectives.	Generally a cooperative person on the job.
INITIATIVE	Voluntarily starting projects. Attempting non-routine jobs and tasks.	Does not shirk. Voluntarily attempts to solve non-routine job problems as they occur.
RELIABILITY	Dependability and trustworthiness.	Can be relied on to complete all aspects of job.
PERSERVERANCE	Steadfast pursuit of job objectives when faced with unexpected obstacles.	Is not stopped by most obstacles, works through them.
STABILITY	Even temperament. Acceptance of unavoidable tension and pressure	Even tempered. Absorbs routine pressures of the job.
ATTENDANCE	Availability for work.	Satisfactory attendance record.
ALERTNESS	Ability to quickly understand new information and situations.	Understands most new ideas and developments without excessive explanation.
SAFETY	Ability to conduct duties safely.	Usually performs duties incorporating all safety requirements.

PERSONAL TRAITS		EXCEPTIONAL	CLEARLY OUTSTANDING	Insert Numerical Rating (0 thru 4)
		3	4	
KNOWLEDGE	The blending of job related education, skills and experience.	Completely understands all aspects of the job.	Understands why all job functions are performed and interrelationship with other jobs. Expert.	(b) (6), (b) (7)(C)
QUANTITY	Level of satisfactory output generated per unit of time.	Usually exceeds the norm. A fast worker.	Exceptional producer. Generates maximal output.	(b) (6), (b) (7)
ACCURACY	Absence of errors.	Very accurate. Commits few errors.	Extremely accurate. Rarely commits an error.	(b) (6), (b) (7)(C)
JUDGEMENT	Capacity to make reasonable decisions.	Above average reasoning ability. Seldom errs in judgment.	Sustains high level of sound judgment. Decisions usually best under circumstances.	(b) (6), (b) (7)(C)
INNOVATION	Imagination and creativity used to lower costs and improve profits.	Often suggests beneficial changes and profit/cost improvements.	Very innovative. Constantly offers imaginative suggestions for improving operations.	(b) (6), (b) (7)
APPEARANCE & HABITS	Personal habits, clothing and grooming (evaluation should consider the nature of the job).	Rarely exhibits poor appearance or offensive habit.	Always properly dressed for the job. Personal habits are never offensive or in poor taste.	(b) (6), (b) (7)(C)
ORDERLINESS	Organization of the individual's work and work area.	Highly organized and efficient worker. Few instances of poor performance from lack of order.	Exceptionally precise in organization work. Has immediate access to anything needed. Extremely efficient.	(b) (6), (b) (7)(C)
COURTESY	Respect for feelings of others. Politeness on the job.	Very conscious of other's feelings and rights. Always polite.	Extremely courteous, well mannered and polite. Always considers the comfort and ease of others.	(b) (6), (b) (7)(C)
COOPERATION	Willingness to help others accomplish their objectives.	Very cooperative. Often offers assistance. Can usually be counted on for help.	Extremely cooperative. Constantly offers aid and always available to help others.	(b) (6), (b) (7)(C)
INITIATIVE	Voluntarily starting projects. Attempting non-routine jobs and tasks.	Above average. A self starter. Will generally volunteer.	Places highest priority on getting things done. Constantly accepts difficult or unpleasant jobs to achieve goals.	(b) (6), (b) (7)(C)
RELIABILITY	Dependability and trustworthiness.	Completes work with little supervision. Will complete occasional special projects.	Extremely motivated, loyal and trustworthy. Accepts all assignments. Always performs as expected.	(b) (6), (b) (7)(C)
PERSISTENCE	Steadfast pursuit of job objectives when faced with unexpected obstacles.	Displays sufficient drive to overcome unusually difficult obstacles.	Always displays extreme determination. Will rarely quit until objective is reached.	(b) (6), (b) (7)(C)
STABILITY	Even temperament. Acceptance of unavoidable tension and pressure.	Can tolerate unusual pressure and tension without hindering performance.	Performs consistently and effectively under extreme pressure. Never visibly falters.	(b) (6), (b) (7)(C)
ATTENDANCE	Availability for work.	Rarely late or absent.	Almost never late or absent. Always accepts over-time work if offered.	(b) (6), (b) (7)(C)
ALERTNESS	Ability to quickly understand new information and situations.	Fast learner. Grasps new information quickly.	Extremely bright. Analyzes and understands with minimum of instruction.	(b) (6), (b) (7)(C)
SAFETY	Ability to conduct duties safely.	Frequently performs duties incorporating all safety requirements.	Always performs duties incorporating all safety requirements.	(b) (6), (b) (7)(C)

Total (to top of Page 4)

(b) (6), (b) (7)(C)

Summary Score

Total

(b) (6), (b) (7)(C)

(Mark Total Numerical Rating on Scale Below.)

(b) (6), (b) (7)(C)

0 5 10 15 20 25 30 35 40 45 50 55 60 64

Comment on principal strengths:

Has good understanding of (b) (6), (b) (7)(C)

Can put

(b) (6), (b) (7)(C)

on other welders to fill requirements.

Comment on principal weaknesses and suggestions for improvement:

Excessive phone use needs to be corrected has been warned a few times.

Production rate down from last year, taking longer to complete the same task due to distractions of phone.

Has this evaluation been discussed with the employee?

☒ Yes

☐ No

Comments:

Your recommendation for present and future job classification:

No recommendation at this time

Rated by (Name & Title):

(b) (6), (b) (7)(C)

Approved by:

Completion of this section by the employee is optional, and subject to the policy of your organization.

I have reviewed this evaluation and I completely understand the contents.

Date: 5/26/16

Employee's signature:

(b) (6), (b) (7)(C)

EMPLOYEE PERFORMANCE and SAFETY EVALUATION

Date: May 31, 2018

Name: (b) (6), (b) (7)(C)

Job Location: (b) (6), (b) (7)(C)

Job Title: (b) (6), (b) (7)(C)

Date of Last Evaluation: July 21, 2017

Please complete this form carefully and thoroughly. Remember its purpose is to:

- Provide objective criteria for personnel performance evaluations on a standard basis within your organization.
- Compel you to examine all of the individual traits affecting employee performance.
- Help you to support your conclusion and recommendation for job classification and compensation improvements.
- Produce fairer evaluations of employees.

PROCEDURE:

Pages 2 and 3 describe Sixteen personal traits identified with job success or failure. Decide for each the level at which the employee performed for this rating period. Write the corresponding value number in the rating column. Add the numbers to obtain a total score.

Transfer this total to the rating scale on page 4. This will indicate and support your overall opinion of the employee's performance.

Refer back to pages 2 and 3 to comment on the employee's principal strengths and weaknesses. Your comments should be consistent with your rating of individual traits.

Finally, you should describe the employee's reaction to this evaluation, if you discuss it, and make your recommendation for any change in the employee's job classification or rate of pay.

PERSONAL TRAITS		UNSATISFACTORY	SOME DEFICIENCIES EVIDENT
		0	1
KNOWLEDGE	The blending of job related education, skills and experience.	Severely lacking in knowledge.	Noticeable deficiencies in job knowledge.
QUANTITY	Level of satisfactory output generated per unit of time.	Usually below acceptable standard.	Barely acceptable level of output. Slow worker.
ACCURACY	Absence of errors.	Constantly commits errors.	Error level too high. Needs improvement.
JUDGEMENT	Capacity to make reasonable decisions.	Frequently makes irrational decisions. Poor judgment.	Too often selects wrong alternative.
INNOVATION	Imagination and creativity used to lower costs and improve profits.	Never offers a new procedure or new idea.	Rarely suggests new ideas.
APPEARANCE & HABITS	Personal habits, clothing and grooming (evaluation should consider the nature of the job)	Frequently offensive.	Occasionally sloppy appearance or display of offensive habits.
ORDERLINESS	Organization of the individual's work and work area.	Usually disorderly and chaotic.	Frequently unorganized or work area in disarray.
COURTESY	Respect for feelings of others. Politeness on the job.	Frequently rude. Causes noticeable discomfort to others.	Occasionally impolite to co-workers or others.
COOPERATION	Willingness to help others accomplish their objectives.	Usually uncooperative. A "roadblock" to co-workers, customers or suppliers.	Too often uncooperative when faced with reasonable requests for assistance.
INITIATIVE	Voluntarily starting projects. Attempting non-routine jobs and tasks.	Shows little initiative. Never volunteers. Sticks closely to job routine.	Shows some initiative. Should do more without having to be told.
RELIABILITY	Dependability and trustworthiness.	Not reliable. Often fails to deliver a complete job.	Occasionally leaves routine tasks incomplete.
PERSERVERANCE	Steadfast pursuit of job objectives when faced with unexpected obstacles.	Frequently quits when faced with unexpected obstacles.	Is sometimes deterred by obstacles which should be overcome.
STABILITY	Even temperament. Acceptance of unavoidable tension and pressure	Volatile, inconsistent personality. Disrupts work environment.	Occasional display of temper or emotion sufficient to disrupt others and hinder own performance.
ATTENDANCE	Availability for work.	Frequent unexcused lateness or absence from work. Very poor attendance record.	Absence or lateness below standards.
ALERTNESS	Ability to quickly understand new information and situations.	Very slow to grasp ideas and events.	Usually needs extra instruction.
SAFETY	Ability to conduct duties safely.	Frequently conducts job without concern for safety.	Occasionally requires reminders about safety.

PESONAL TRAITS		SATISFACTORY
		2
KNOWLEDGE	The blending of job related education, skills and experience.	Understands the job routine. Some knowledge still to be acquired.
QUANTITY	Level of satisfactory output generated per unit of time.	Satisfactory. Meets expectations of average output.
ACCURACY	Absence of errors.	Makes average number of mistakes.
JUDGEMENT	Capacity to make reasonable decisions.	Usually exercises sound judgment.
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SAFETY	Ability to conduct duties safely.	Usually performs duties incorporating all safety requirements.

PERSONAL TRAITS		EXCEPTIONAL	CLEARLY OUTSTANDING	Insert Numerical Rating (0 thru 4)
		3	4	
KNOWLEDGE	The blending of job related education, skills and experience.	Completely understands all aspects of the job.	Understands why all job functions are performed and interrelationship with other jobs. Expert.	(b) (6), (b) (7)(C)
QUANTITY	Level of satisfactory output generated per unit of time.	Usually exceeds the norm. A fast worker.	Exceptional producer. Generates maximal output.	(b) (6), (b) (7)(C)
ACCURACY	Absence of errors.	Very accurate. Commits few errors.	Extremely accurate. Rarely commits an error.	(b) (6), (b) (7)(C)
JUDGEMENT	Capacity to make reasonable decisions.	Above average reasoning ability. Seldom errs in judgment.	Sustains high level of sound judgment. Decisions usually best under circumstances.	(b) (6), (b) (7)(C)
INNOVATION	Imagination and creativity used to lower costs and improve profits.	Often suggests beneficial changes and profit/cost improvements.	Very innovative. Constantly offers imaginative suggestions for improving operations.	(b) (6), (b) (7)(C)
APPEARANCE & HABITS	Personal habits, clothing and grooming (evaluation should consider the nature of the job)	Rarely exhibits poor appearance or offensive habit.	Always properly dressed for the job. Personal habits are never offensive or in poor taste	(b) (6), (b) (7)(C)
ORDERLINESS	Organization of the individual's work and work area.	Highly organized and efficient worker. Few instances of poor performance from lack of order.	Exceptionally precise in organization work. Has immediate access to anything needed. Extremely efficient.	(b) (6), (b) (7)(C)
COURTESY	Respect for feelings of others. Politeness on the job.	Very conscious of other's feelings and rights. Always polite.	Extremely courteous, well mannered and polite. Always considers the comfort and ease of others.	(b) (6), (b) (7)(C)
COOPERATION	Willingness to help others accomplish their objectives.	Very cooperative. Often offers assistance. Can usually be counted on for help.	Extremely cooperative. Constantly offers aid and always available to help others.	(b) (6), (b) (7)(C)
INITIATIVE	Voluntarily starting projects. Attempting non-routine jobs and tasks.	Above average. A self starter. Will generally volunteer.	Places highest priority on getting things done. Constantly accepts difficult or unpleasant jobs to achieve goals.	(b) (6), (b) (7)(C)
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PERSERVERANCE	Steadfast pursuit of job objectives when faced with unexpected obstacles.	Displays sufficient drive to overcome unusually difficult obstacles.	Always displays extreme determination. Will rarely quit until objective is reached.	(b) (6), (b) (7)(C)
STABILITY	Even temperament. Acceptance of unavoidable tension and pressure	Can tolerate unusual pressure and tension without hindering performance.	Performs consistently and effectively under extreme pressure. Never visibly falters.	(b) (6), (b) (7)(C)
ATTENDANCE	Availability for work.	Rarely late or absent.	Almost never late or absent. Always accepts over-time work if offered.	(b) (6), (b) (7)(C)
ALERTNESS	Ability to quickly understand new information and situations.	Fast learner. Grasps new information quickly.	Extremely bright. Analyzes and understands with minimum of instruction.	(b) (6), (b) (7)(C)
SAFETY	Ability to conduct duties safely.	Frequently performs duties incorporating all safety requirements.	Always performs duties incorporating all safety requirements.	(b) (6), (b) (7)(C)

Total (to top of Page 4)

(b) (6), (b) (7)(C)

Summary Score

Total

(b) (6), (b) (7)(C)

(Mark Total Numerical Rating on Scale Below.)

(b) (6), (b) (7)(C)

0 5 10 15 20 25 30 35 40 45 50 55 60 64

Comment on principal strengths:

Has good understanding of (b) (6), (b) (7)(C)

Can put (b) (6), (b) (7)(C)

on other welders to fill requirements. Maintains stock levels as required

Comment on principal weaknesses and suggestions for improvement:

Attendance has been an issue over the year

(b) (6), (b) (7)(C) unexcused, (b) (6), (b) (7)(C) excused, (b) (6), (b) (7)(C) late. Missed (b) (6), (b) (7)(C) of last year TWD available

Has this evaluation been discussed with the employee?

☒ Yes

☐ No

Comments:

Your recommendation for present and future job classification:

stays at classification of (b) (6), (b) (7)(C) with a rate of (b) (6), (b) (7)(C) hr

Rated by (Name & Title):

(b) (6), (b) (7)(C)

Approved by:

Completion of this section by the employee is optional, and subject to the policy of your organization.

I have reviewed this evaluation and I completely understand the contents.

Date: _____

Employee's signature: _____

4.2

EMPLOYEE WARNING NOTICE

NAME **(b) (6), (b) (7)(C)** CLOCK NO. **(b) (6), (b) (7)(C)** DEPT. **(b) (6), (b) (7)(C)**

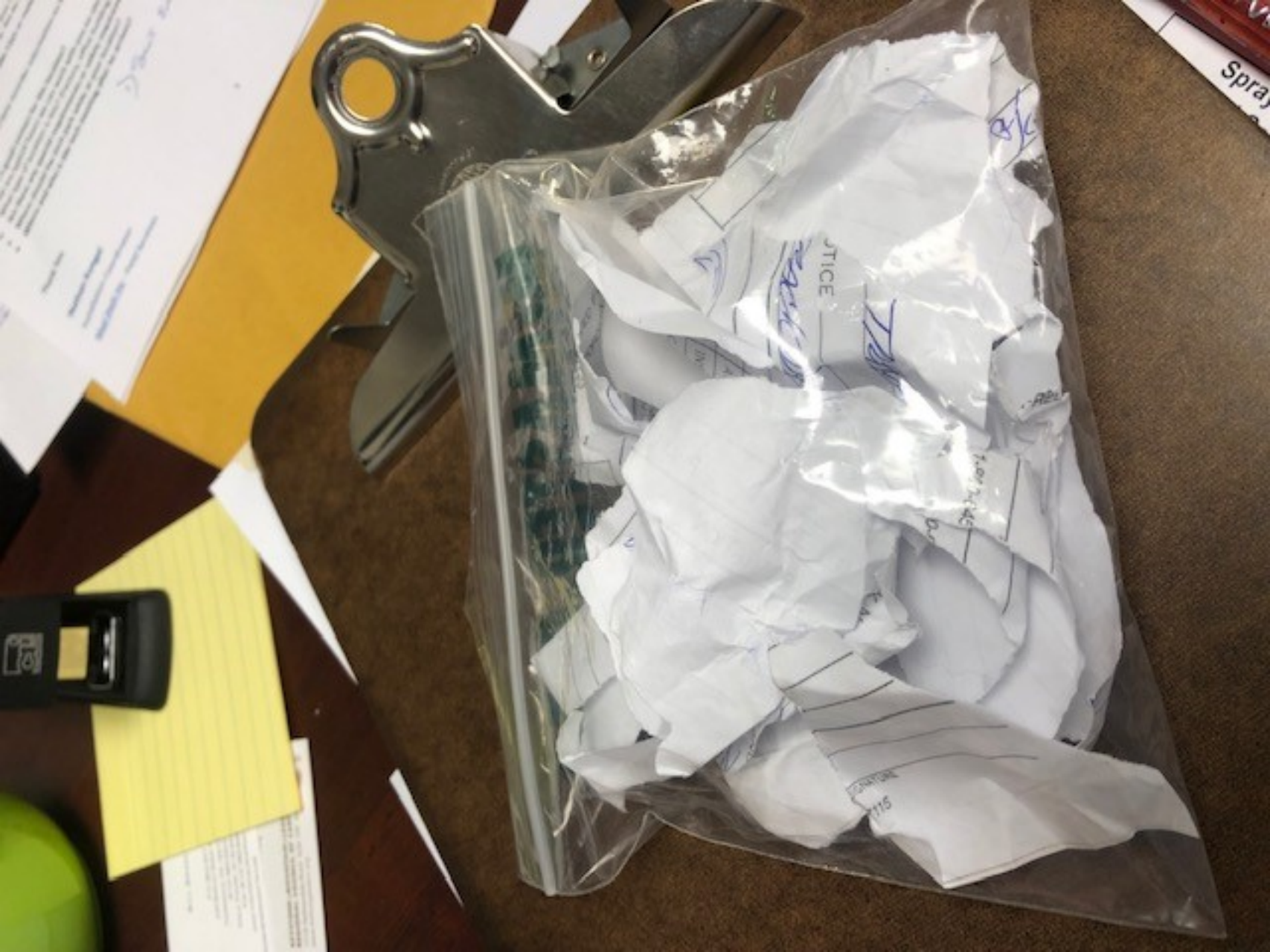
DATE OF WARNING **(b) (6), (b) (7)(C)** 1/9 1ST NOTICE ☒ 2ND NOTICE ☐

DATE OF VIOLATION **(b) (6), (b) (7)(C)** 1/9 TIME 8:00 AM PLACE **(b) (6), (b) (7)(C)**

X	VIOLATION	EXPLANATION
	SUBSTANDARD WORK	(8:00 AM) TOLD Employee That (b) (6), (b) (7)(C) Can NOT Walk out to (b) (6), (b) (7)(C)
	TARDINESS	CAR AT ANY TIME (b) (6), (b) (7)(C) Pleases. (b) (6), (b) (7)(C) does not
	CONDUCT	Get Paid To Walk To CAR
	SAFETY	Employee Responded "you don't Pay Me Enough"
	ABSENCE	AND WALKED AWAY FROM ME.
X	ATTITUDE	(8:30) Employee WALKED off Job Punching out
	INSUBORDINATION	AT 8:37 WITHOUT Informing Anyone in Management
	CARELESSNESS	
X	OTHER <i>walk off job</i>	MADA Rules #9 Minor #12 (b) (6), (b) (7)(C)

I HAVE READ THIS NOTICE AND UNDERSTAND IT **(b) (6), (b) (7)(C)** *Employee Refused TO Sign*

WARNED BY **(b) (6), (b) (7)(C)** APPROVED BY: **(b) (6), (b) (7)(C)**



PAYROLL CHANGE NOTICE

DATE OF CHANGE (b) (6), (b) (7)(C) 1/9	EMPLOYEE # (b) (6), (b) (7)(C)	SOCIAL SECURITY NO -	
NAME (b) (6), (b) (7)(C)		ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT (b) (6), (b) (7)(C)	SHIFT 1st

THE CHANGE(S):

<input checked="" type="checkbox"/> All Applicable Boxes	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input checked="" type="checkbox"/> JOB	(b) (6), (b) (7)(C)	TERMINATED
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	Dental 24.57	ADP ✓
<input type="checkbox"/> ADDRESS/PHONE	IA 19822	MS ✓
<input type="checkbox"/> BENEFIT PLAN		401K ✓
<input type="checkbox"/> OTHER	160-0	Ins Bk ✓
<input type="checkbox"/> OTHER		Card ✓

THE REASON FOR THE CHANGE(S):

<input type="checkbox"/> HIRED	<input type="checkbox"/> PROBATIONARY PERIOD COMPLETED
<input type="checkbox"/> RE-HIRED	<input type="checkbox"/> LENGTH OF SERVICE INCREASE
<input type="checkbox"/> PROMOTION	<input type="checkbox"/> RE-EVALUATION OF EXISTING JOB
<input type="checkbox"/> DEMOTION	<input type="checkbox"/> RESIGNATION
<input type="checkbox"/> TRANSFER	<input type="checkbox"/> RETIREMENT
<input type="checkbox"/> MERIT INCREASE	<input type="checkbox"/> LAYOFF
<input type="checkbox"/> WAGE SCALE CHANGE	<input checked="" type="checkbox"/> DISCHARGE
<input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE)	UNTIL _____ (DATE)
TYPE OF LEAVE _____	
<input type="checkbox"/> OTHER (Explain) _____	

WITNESSED By **(b) (6), (b) (7)(C)** & **(b) (6), (b) (7)(C)**

AUTHORIZATION:

EMPLOYEE SIGNATURE (b) (6), (b) (7)(C)	DATE (b) (6), (b) (7)(C) 1/9
HUMAN RESOURCES (b) (6), (b) (7)(C)	DATE (b) (6), (b) (7)(C) 1/9



EMPLOYEE WARNING NOTICE

NAME **(b) (6), (b) (7)(C)** CLOCK No. _____ DEPT. **(b) (6), (b) (7)(C)**

DATE OF WARNING **(b) (6), (b) (7)(C)** 1ST NOTICE _____ 2ND NOTICE _____

DATE OF VIOLATION **(b) (6), (b) (7)(C)** /19 TIME _____ PLACE **(b) (6), (b) (7)(C)**

X	VIOLATION	EXPLANATION
	SUBSTANDARD WORK	@ 11:38 AM Employee WALKED OFF Job
	TARDINESS	Punching out @ 11:38 AM ON Tuesday (b) (6), (b) (7)(C) /19
	CONDUCT	Without informing anyone in Management.
	SAFETY	
	ABSENCE	2nd Time in 2 months (b) (6), (b) (7)(C) /19
	ATTITUDE	
	INSUBORDINATION	
	CARELESSNESS	
X	OTHER <i>Abandoned Job</i>	

I HAVE READ THIS NOTICE **(b) (6), (b) (7)(C)** UNDERSTAND IT *Refused to Sign* **(b) (6), (b) (7)(C)**

WARNED BY **(b) (6), (b) (7)(C)** APPROVED BY: **(b) (6), (b) (7)(C)**

EMPLOYEE WARNING NOTICE

NAME **(b) (6), (b) (7)(C)** CLOCK NO. **(b) (6), (b) (7)(C)** DEPT. **(b) (6), (b) (7)(C)**
DATE OF WARNING **(b) (6), (b) (7)(C)** 11/9 1ST NOTICE _____ 2ND NOTICE _____
DATE OF VIOLATION **(b) (6), (b) (7)(C)** 11/9 TIME 3:25 PLACE **(b) (6), (b) (7)(C)**

X	VIOLATION	EXPLANATION
	SUBSTANDARD WORK	
	TARDINESS	
	CONDUCT	Ripped Warning off My Clip Board
	SAFETY	Tore it into pieces and Threw it
	ABSENCE	in the Dumpster AFTER I Reported by
	ATTITUDE	INSTRUCTED (b) (6), (b) (7)(C) TO Give it BACK.
X	INSUBORDINATION	
	CARELESSNESS	
	OTHER	RULE # 9 Major Rule Violation

I HAVE READ THIS NOTICE AND UNDERSTAND IT.

WARNED BY **(b) (6), (b) (7)(C)** SIGNATURE OF EMPLOYEE _____
(b) (6), (b) (7)(C) SIGNATURE _____ APPROVED BY: _____
(b) (6), (b) (7)(C) SIGNATURE _____

CARPENTERS INDUSTRIAL COUNCIL
UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
GRIEVANCE NO. (b) (6), (b) (7)(C) LOCAL UNION NO. 2786

Aggrieved Employee(s) (b) (6), (b) (7)(C)

Address: (b) (6), (b) (7)(C)

Company: GENERAL DOORS CORPORATION

Department: (b) (6), (b) (7)(C) Classification: (b) (6), (b) (7)(C) Wage Rate: (b) (6), (b) (7)(C)

Date of Hire: (b) (6), (b) (7)(C) Shift: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)

Date(s) of Violation(s): (b) (6), (b) (7)(C) / 19 Foreman: _____

Nature of Grievance: VIOLATION OF ARTICLE VI AND ANY OTHER ARTICLES, SECTIONS, AGREEMENT, OR LAWS THAT APPLY.

Remedy Requested: TO MAKE GRIEVANT AND ALL THOSE AFFECTED WHOLE IN ALL WAYS.

The undersigned aggrieved employee(s) having processed this grievance under the terms of the Labor Agreement, does hereby appeal this grievance and assigns it to Local Union 2786 for Final Agreement/Disposition.

Signature of Grievant (b) (6), (b) (7)(C) Date (b) (6), (b) (7)(C) 19 Signature of Steward (b) (6), (b) (7)(C) Date (b) (6), (b) (7)(C) 19

Date Submitted: (b) (6), (b) (7)(C) 19 Received By: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 19

Step 1 Answer: SEE ATTACHED

Date: (b) (6), (b) (7)(C) 19 Signature of Company (b) (6), (b) (7)(C)

Accepted: _____ Appealed to next step _____ Steward Signature _____ Date _____

Step 2 Answer: _____

Date: _____ Signature of Company Rep: _____

Accepted: _____ Appealed to next step _____ Steward Signature _____ Date _____

Step 3 Answer: _____

Date: _____ Signature of Company Rep: _____

Accepted: _____ Appealed to next step _____ Steward Signature _____ Date _____

Company Final Position: _____

Union Final Position: _____

Accepted: _____ Notice of Appeal/Intent to Arbitrate: _____

Received By: _____ Company Rep. _____ Date _____ Union Steward _____ Date _____

Concerning Grievance # (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

The Nature of the grievance is not clearly defined other than the violation of Article VI which states:

"Section 6.0 Subject to the provisions of this agreement, management of the plant and direction of the working forces, including the right to direct, plan and control plant operations, the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to lay off employees because of lack of work, or legitimate reasons or the right to introduce new and improved methods or facilities, or to change existing production methods of facilities, and management of properties is vested exclusively in the company, provided that nothing contained herein shall be used for purpose of discrimination against any employee because of membership in the Union.

Section 6.1 The Company shall have the right to enforce reasonable shop regulations adopted from time to time which are not in conflict of the provisions of this agreement. Union shall adopt the right to submit any regulation to the grievance and arbitration procedures in the event that they are considered unreasonable or contrary to the provisions of this agreement.

Section 6.2 The Union recognizes that, in consideration of commitments made by the Company, there is an obligation upon every employee to give honest, efficient and economical service in the performance of his duties.

The Union agrees for itself and its members that it will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts of the company to maintain and improve the skill, ability and production of the work force and to reduce waste and spoilage of materials."

With that being said, I can only assume the grievance was filed because I approached the employee on (b) (6), (b) (7) 19 at approximately 8:00 am when (b) (6), (b) (7) was coming in from a side door. When I asked (b) (6), (b) (7) what was going on (b) (6), (b) (7) said (b) (6), (b) (7) went out to (b) (6), (b) (7) car to get a pack of cigarettes. I responded I do not pay you to go to your car. (b) (6), (b) (7) response was I have a right to go to my car and also you do not pay me enough (b) (6), (b) (7) and walked away making comments in regard to the situation.

At this point I contacted (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and stated that I am going to write (b) (6), (b) (7) up for leaving (b) (6), (b) (7) work station and (b) (6), (b) (7) attitude. I was told to go ahead and write (b) (6), (b) (7) up by the committee. As I was going to my office I was informed that the employee had since walked off the job.

I discussed the issue with (b) (6), (b) (7)(C) and (b) (6), (b) (7) also agreed to write (b) (6), (b) (7) up and include abandonment of (b) (6), (b) (7) job. I wrote up the warning and included the abandonment of (b) (6), (b) (7) job. (GDC Minor Rule #12 and 26)

On Monday (b) (6), (b) (7) I approached the employee and told (b) (6), (b) (7) I wrote (b) (6), (b) (7) up and gave (b) (6), (b) (7) the document to read and sign. (b) (6), (b) (7) refused to sign it. I proceed then to the office and file the paperwork with the human resource department.

I considered the issue closed as of Monday (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: [Brian Kadlubek](#)
To: [Arent, Marilu](#)
Subject: RE: 04-CB-245034 - Request Evidence
Date: Friday, October 11, 2019 8:38:35 AM

Ms. Arent,

Thank you for your email concerning the above. Please accept the following information in response to your questions.

1. (b) (6), (b) (7)(C) does not remember the date of the meeting (b) (6), (b) (7)(C) had with the Company about (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) believes it was approximately June 1, 2019. It took place at work and involved (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). It would have been during their regularly monthly meeting. (b) (6), (b) (7)(C) tried to get the Company to bring (b) (6), (b) (7)(C) back to work but the Company would not.
2. When (b) (6), (b) (7)(C) was terminated on (b) (6), (b) (7)(C) 2019, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) did not want (b) (6), (b) (7)(C) job back and that (b) (6), (b) (7)(C) could get a better job. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would still talk to the Company for (b) (6), (b) (7)(C). There was already a meeting scheduled with the company to take place May 1st. They have regular monthly meetings where they discuss labor issues. That meeting was cancelled.
3. (b) (6), (b) (7)(C) showed up at the employer's facility as alleged. However, (b) (6), (b) (7)(C) was not supposed to be at the meeting, nor was (b) (6), (b) (7)(C) invited. The meeting had been cancelled by the parties in advance of the meeting because of scheduling conflicts.
4. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) specifically denies this allegation. (b) (6), (b) (7)(C) has not heard from (b) (6), (b) (7)(C) since (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) at the plant in May.
5. (b) (6), (b) (7)(C) notified (b) (6), (b) (7)(C) sometime in June that the Union could not do anything for (b) (6), (b) (7)(C) because the Company was not willing to bring (b) (6), (b) (7)(C) back. (b) (6), (b) (7)(C) then tried to work with the Company and (b) (6), (b) (7)(C) to have the Company not fight (b) (6), (b) (7)(C) unemployment claim. (b) (6), (b) (7)(C) was well aware that (b) (6), (b) (7)(C) conduct could not be defended by the Union.

I hope this information is helpful. Let me know if you require anything further. If you would like me to secure an affidavit from (b) (6), (b) (7)(C) I will be glad to obtain one and forward it to you. Let me know.

Brian Kadlubek

From: Arent, Marilu <Marilu.Arent@nlrb.gov>
Sent: Tuesday, October 8, 2019 11:21 AM
To: Brian Kadlubek <btkadlubek@lawgol.com>
Subject: RE: 04-CB-245034 - Request Evidence

Mr. Kadlubek,

I am in receipt of the position statement you submitted on October 4th in response to 04-CB-245034. In your position statement, you indicate that the Union met with the Employer to discuss whether it would agree to bring (b) (6), (b) (7)(C) back to work. Can you please indicate when and where this meeting took place and who was present from the Employer. Additionally, can you please respond to the following allegations or indicate if the Union will be providing affidavits:

- On or about (b) (6), (b) (7)(C) 2019, the (b) (6), (b) (7)(C) was terminated at which time the Union's (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that there would be a grievance meeting with the Union and Employer on or about May 2nd or 3rd.
- On or about May 2 or 3, 2019, (b) (6), (b) (7)(C) reported to the Employer's facility for the scheduled meeting with the Union and Employer. The Union's (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that it was postponed because the Union was not present for the meeting.
- Between May to June 2019, (b) (6), (b) (7)(C) attempted to contact the Union (b) (6), (b) (7)(C) regarding the status of (b) (6), (b) (7)(C) grievances with no response.
- In or around (b) (6), (b) (7)(C) 2019, Union (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that the Union would not be able to process (b) (6), (b) (7)(C) grievances.

Please provide this information by Thursday, October 10, 2019.

Best,

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
100 East Penn Square, Suite 403
Philadelphia, Pennsylvania 19107
(p) 215-597-7611 | (f) 215-597-7658 | www.nlrb.gov

From: [David Koller](#)
To: [Arent, Marilu](#)
Cc: (b) (6), (b) (7)(C)
Subject: Re: (b) (6), (b) (7)(C) 04-CB-245034
Date: Friday, January 24, 2020 5:04:20 AM

Long form

On Jan 23, 2020, at 2:56 PM, Arent, Marilu <Marilu.Arent@nlrb.gov> wrote:

Good Afternoon,

I'm recommending to dismiss 04-CB-245034 based on the evidence. Please advise if you wish to withdraw the charge, or prefer a long-form or short-form dismissal letter.

Best,

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
100 East Penn Square, Suite 403
Philadelphia, Pennsylvania 19107
(p) 215-597-7611 | (f) 215-597-7658 | www.nlrb.gov

Important New Information Concerning Submission of Documents:

*All parties, including individuals, are now **required** to use the NLRB's electronic filing system for the submission of affidavits, correspondence, position statements, documentary or other evidence. **Beginning January 21, 2020, these documents will no longer be accepted through means other than the Agency's e-filing process, absent acceptable written explanation as to why a party is unable to file the documents electronically. See [GC 20-01](#), [E-Filing System User Guide](#) and www.nlrb.gov for more information.***

E-File here: <https://apps.nlrb.gov/eservice/efileterm.aspx>

From: Arent, Marilu
Sent: Thursday, October 31, 2019 11:37 AM
To: David Koller <davidk@phillyhometownlawyer.com>
Cc: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C) 04-CA-247190 & 04-CB-245034

Good Morning Mr. Koller,

Were you able to obtain the screenshots? I will be submitting my recommendations by tomorrow morning.

Best,

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
100 East Penn Square, Suite 403
Philadelphia, Pennsylvania 19107
(p) 215-597-7611 | (f) 215-597-7658 | www.nlrb.gov

Important New Information Concerning Submission of Documents:

*All parties, including individuals, are now **required** to use the NLRB's electronic filing system for the submission of affidavits, correspondence, position statements, documentary or other evidence. **Beginning January 21, 2020, these documents will no longer be accepted through means other than the Agency's e-filing process, absent acceptable written explanation as to why a party is unable to file the documents electronically. See [GC 20-01](#), [E-Filing System User Guide](#) and www.nlrb.gov for more information.***

E-File here: <https://apps.nlrb.gov/eservice/efileterm.aspx>

From: David Koller <davidk@phillyhometownlawyer.com>
Sent: Tuesday, October 22, 2019 6:43 PM
To: Arent, Marilu <Marilu.Arent@nlrb.gov>
Cc: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C) 04-CA-247190 & 04-CB-245034

We do not want to withdraw the one you did not find evidence for, as that means (b) (6), (b) (7)(C) cannot proceed with any additional avenues, correct? If that is the case, we prefer the long form dismissal please.

I will get back to you tomorrow on the texts.

David M. Koller
Koller Law

2043 Locust Street, Suite 1B
Philadelphia, PA 19103
Phone 215-545-8917
Fax 215-575-0826
davidk@phillyhometownlawyer.com
www.phillyhometownlawyer.com

From: Arent, Marilu [<mailto:Marilu.Arent@nrlrb.gov>]
Sent: Tuesday, October 22, 2019 1:24 PM
To: David Koller <davidk@phillyhometownlawyer.com>
Cc: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C) 04-CA-247190 & 04-CB-245034

Mr. Koller,

I am following one last time before proceeding with the dismissal of 04-CA-247190.

Also, having the additional requested information in 04-CB-245034 will be extremely helpful in making my recommendations to the Regional Director, but will be proceeding without it if I don't receive it by the close of business tomorrow. The Union is asserting that (b) (6), (b) (7)(C) did not communicate with (b) (6), (b) (7)(C) after the discharge and having the screenshots will attest to credibility. Alternatively, if (b) (6), (b) (7)(C) does not wish to proceed with this charge, please let me know of (b) (6), (b) (7)(C) withdrawal request.

Best,

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
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Philadelphia, Pennsylvania 19107
(p) 215-597-7611 | (f) 215-597-7658 | www.nlrb.gov

From: Arent, Marilu
Sent: Thursday, October 17, 2019 5:01 PM
To: David Koller <davidk@phillyhometownlawyer.com>
Subject: Re: (b) (6), (b) (7)(C) 04-CA-247190 & 04-CB-245034

Good Afternoon Mr. Koller,

I am following up regarding (b) (6), (b) (7)(C) charges as referenced in my October 15th

email. Can you please indicate how (b) (6), (b) (7)(C) wishes to proceed with regards to the charge against the Employer and if (b) (6), (b) (7)(C) will be providing the additional requested information with regards to the charge against the Union?

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
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Philadelphia, Pennsylvania 19107
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From: Arent, Marilu
Sent: Tuesday, October 15, 2019 3:38:59 PM
To: David Koller <davidk@phillyhometownlawyer.com>
Subject: (b) (6), (b) (7)(C) 04-CA-247190 & 04-CB-245034

Good Afternoon Mr. Koller,

I am requesting additional evidence from (b) (6), (b) (7)(C) for case 04-CB-245034. Can you please provide me with screenshots of the text messages that (b) (6), (b) (7)(C) sent to (b) (6), (b) (7)(C) and any other Union representative, including the responses (b) (6), (b) (7)(C) received? I am preparing to make my recommendations for this case by this week and with these screenshots, I will likely be making merit recommendations to the Regional Director. Please provide this to me by Thursday, October 17th morning.

Regarding 04-CA-247190, the Region determined that the charge should be dismissed, absent a withdrawal request based on (b) (6), (b) (7)(C) failing to make a prima facie case. In this case, the evidence revealed that (b) (6), (b) (7)(C) discharge was a result of (b) (6), (b) (7)(C) insubordinate conduct on (b) (6), (b) (7)(C) 2019 after (b) (6), (b) (7)(C) ripped up and threw away a disciplinary form that the Employer requested (b) (6), (b) (7)(C) to sign. The evidence established that it was not (b) (6), (b) (7)(C) use of phone or attendance, but rather (b) (6), (b) (7)(C) conduct towards the Employer, that resulted in (b) (6), (b) (7)(C) discharge. Please let me know if (b) (6), (b) (7)(C) agrees to withdraw the charge or if (b) (6), (b) (7)(C) prefers a dismissal letter, if a long-form or short-form letter is preferred.

Best,

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
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From: David Koller <davidk@phillyhometownlawyer.com>
Sent: Thursday, August 15, 2019 4:10 PM
To: Arent, Marilu <Marilu.Arent@nlrb.gov>
Subject: RE: AFF.04-CB-245034.In-Person Affidavit.docx.PDF

Yes to both, and thank you for your prompt reply and follow up.

David M. Koller
Koller Law
2043 Locust Street, Suite 1B
Philadelphia, PA 19103
Phone 215-545-8917
Fax 215-575-0826
davidk@phillyhometownlawyer.com
www.phillyhometownlawyer.com

From: Arent, Marilu [<mailto:Marilu.Arent@nlrb.gov>]
Sent: Thursday, August 15, 2019 4:09 PM
To: David Koller <davidk@phillyhometownlawyer.com>
Subject: RE: AFF.04-CB-245034.In-Person Affidavit.docx.PDF

I can draft the amended charge and will forward to you for signature. If you also wish to file a charge against the Employer I can also draft that for you.

Best,

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
100 East Penn Square, Suite 403
Philadelphia, Pennsylvania 19107
(p) 215-597-7611 | (f) 215-597-7658 | www.nlrb.gov

From: David Koller <davidk@phillyhometownlawyer.com>
Sent: Thursday, August 15, 2019 4:06 PM
To: Arent, Marilu <Marilu.Arent@nlrb.gov>
Subject: RE: AFF.04-CB-245034.In-Person Affidavit.docx.PDF

I agree with you and would like it to be amended. Do you prefer amending? Or do you want us to? Please let me know. Thanks.

David M. Koller
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2043 Locust Street, Suite 1B
Philadelphia, PA 19103
Phone 215-545-8917
Fax 215-575-0826
davidk@phillyhometownlawyer.com
www.phillyhometownlawyer.com

From: Arent, Marilu [<mailto:Marilu.Arent@nlrb.gov>]
Sent: Thursday, August 15, 2019 12:16 PM
To: David Koller <davidk@phillyhometownlawyer.com>
Subject: RE: AFF.04-CB-245034.In-Person Affidavit.docx.PDF

Good Morning Mr. Koller,

I am following up regarding (b) (6), (b) (7)(C) charge. I believe that the current charge should be amended to include the Union's refusal to process (b) (6), (b) (7)(C) previous grievances regarding the ODO cards and alleged racism, as these are still within the 10(b) period. I also believe that (b) (6), (b) (7)(C) can file a charge against the Employer alleging that (b) (6), (b) (7)(C) was terminated in retaliation for engaging in protected concerted activities by talking with other employees about the ODO cards. If (b) (6), (b) (7)(C) wishes us to investigate this portion of (b) (6), (b) (7)(C) discharge, the charge would have to be filed otherwise the scope of the investigation will be limited to what the Union has or hasn't done to process the grievance. Please let me know if you have any questions.

Best,

Marilu Arent | Board Agent
National Labor Relations Board, Region 4
The Wanamaker Building
100 East Penn Square, Suite 403
Philadelphia, Pennsylvania 19107
(p) 215-597-7611 | (f) 215-597-7658 | www.nlrb.gov

From: Arent, Marilu
Sent: Thursday, August 8, 2019 8:16 AM

To: davidk@kollerlawfirm.com

Subject: AFF.04-CB-245034.In-Person Affidavit.docx.PDF

Good Morning Mr. Koller,

Attached you will find a copy of (b) (6), (b) (7)(C), (b) (7)(D) affidavit (with a few missed typos). I'm requesting screenshots of the text messages that (b) (6), (b) (7)(C) sent to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and if (b) (6), (b) (7)(C) is able to recall more specific dates of (b) (6), (b) (7)(C) earlier grievances and write-ups, please let me know. I think (b) (6), (b) (7)(C) can amend (b) (6), (b) (7)(C) current charge to include the Union not processing (b) (6), (b) (7)(C) earlier grievances about being required to fill out ODO cards and alleged racial discrimination. You may also want to consider filing a charge against the Employer. Please give me a call if you wish to discuss further.

Best,

Marilu Arent | Board Agent

National Labor Relations Board, Region 4

The Wanamaker Building

100 East Penn Square, Suite 403

Philadelphia, Pennsylvania 19107

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